

No. 11118

United States
Circuit Court of Appeals
For the Ninth Circuit.

W. E. BUELL, .

Appellant,

vs.

SIMON NEWMAN COMPANY, a California
Corporation,

Appellee.

SUPPLEMENTAL
Transcript of Record

Upon Appeal from the District Court of the United States
for the Northern District of California,
Northern Division

FILED

DEC 26 1945

PAUL P. O'BRIEN,
CLERK

No. 11118

United States
Circuit Court of Appeals

For the Ninth Circuit.

W. E. BUELL,

Appellant,

vs.

SIMON NEWMAN COMPANY, a California
Corporation,

Appellee.

SUPPLEMENTAL

Transcript of Record

Upon Appeal from the District Court of the United States
for the Northern District of California,
Northern Division

INDEX

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

| | PAGE |
|--|------|
| Agreement of Composition..... | 46 |
| Certificate of Clerk | 68 |
| Interlocutory Decree | 68 |
| Minute Order, Nov. 19, 1945—Order Granting Motion to Include Certain Documents in Record on Appeal | 45 |
| Notice of Motion that Certain Papers be Made Part of Record | 43 |
| Petition for Confirmation of Composition.... | 61 |
| Exhibit A—List of Creditors | 67 |
| Stipulation dated Aug. 17, 1945..... | 44 |

In the Circuit Court of Appeals of the United
States in and for the Ninth Circuit

No. 11118

W. E. BUELL,

Plaintiff and Appellant,

vs.

SIMON NEWMAN COMPANY, a California cor-
poration,

Defendant and Appellee.

NOTICE OF MOTION THAT CERTAIN
PAPERS BE MADE PART OF RECORD

To Simon Newman Company, Defendant and Ap-
pellee, and to Treadwell and Laughlin, Its At-
torneys

You and each of you will please take notice that upon Monday, the 19th day of November, 1945, at the hour of 10:00 o'clock A.M. of said day at the regular place of setting of the above entitled court, appellant will move that the documents attached hereto be made a part of the record, said documents being Petition for Composition, Agreement of Composition, and Interlocutory Decree of the court approving petition, in the matter of the Montague Water Conservation District, Bankrupt, No. 10503, in the United States District Court, in and for the Northern District of California, Northern Division; said motion will be based upon the stipulation attached hereto.

Certified copies of the documents involved are annexed hereto as exhibits.

Dated this 31 day of October, 1945.

J. EVERETT BARR,
Attorney for Appellant.

[Endorsed]: Filed November 3, 1945. Paul P. O'Brien, Clerk.

[Title of Circuit Court of Appeals and Cause.]

STIPULATION

It Is Stipulated by and between the parties that the above entitled Court, on the appeal herein, may take judicial notice of the proceedings in the matter of Montague Water Conservation District, Bankrupt, No. 10503, in the United States District Court for the Northern District of California, Northern Division.

It Is Further Stipulated that the appellant shall furnish the Court with a copy of the said proceedings, consisting of the petition for composition, including the agreement of composition attached

thereto, and the order of Court approving such petition.

Dated this 17th day of August, 1945.

J. EVERETT BARR,
Attorney for Appellant.

TREADWELL & LAUGHLIN.

EDWARD F. TREADWELL,

By REGINALD S. LAUGHLIN,
Attorneys for Appellee.

The foregoing stipulation is approved.

.....

Presiding Judge.

[Endorsed]: Filed November 3, 1945, Paul P. O'Brien, Clerk.

At a Stated Term, to wit: The October Term 1945, of the United States Circuit Court of Appeals for the Ninth Circuit, held in the Court Room thereof, in the City and County of San Francisco, in the State of California, on Monday, the nineteenth day of November, in the year of our Lord one thousand nine hundred and forty-five.

Present: Honorable Francis A. Garrecht, Senior Circuit Judge, Presiding; Honorable Clifton Mathews, Circuit Judge; Honorable William Healy, Circuit Judge.

[Title of Cause.]

ORDER GRANTING MOTION TO INCLUDE
WITHIN TRANSCRIPT OF RECORD
CERTAIN DOCUMENTS IN THE MAT-
TER OF MONTAGUE WATER CONSER-
VATION DISTRICT

Upon consideration of the motion of appellant for inclusion within the transcript of record in this cause of certain documents filed in the District Court of the United States for the Northern District of California, Northern Division, in a matter therein entitled "In the Matter of Montague Water Conservation District, Bankrupt, No. 10503," and of the stipulation of counsel for respective parties, and good cause therefor appearing,

It Is Ordered that said motion be, and hereby is granted, and that the following papers, viz. Petition for Composition, Agreement of Composition and Interlocutory Decree of said District Court approving Petition, filed in the Matter of the Montague Water Conservation District, Bankrupt, No. 10503 be, and they hereby are made a part of the transcript of record in this cause.

This Agreement made and entered into this sixth day of December, 1943, by and between W. E. Buell and the Montague Water Conservation District hereinafter referred to as the District.

Witnesseth:

Whereas, the District is an Irrigation District duly organized under the Laws of California re-

lating to the organization of Irrigation Districts, in the year 1925 and has existed continuously since that date as an irrigation district located in Siskiyou County, California.

Whereas, on or about the 1st day of January, 1926, the District caused to be issued and sold in the manner provided by law its coupon bonds in the total sum of \$1,395,000.00 bearing interest at 6% per annum which interest is evidenced by semi-annual interest coupons attached to each of said bonds, and such bonds being in denominations of \$1,000.00 and payable to bearer, and numbered consecutively, from 1 to 1395 and maturing annually from 1947 to 1966;

And Whereas, none of the principal of said bonds has been paid and the interest coupon on bonds number 1 to 275 inclusive and 296 to 1395 inclusive due the 1st day of January, 1931 and subsequent, and coupons due the 1st day of July, 1932 and subsequent, on bonds number 276 to 295 have not been paid and all coupons due subsequent to the 1st day of July, 1932 have not been paid.

And Whereas, the said Buell has in his possession for the purposes of collection \$1,265,000.00 par value of said bonds and the interest coupons attached thereto which is (.909) 90.9% of the outstanding bonds;

And Whereas, and compromise or liquidation of the outstanding bonds of the District must take into consideration the owners of the bonds not held

by the said Buell. These owners shall be hereinafter referred to as the non-deposited bondholders;

And Whereas, a schedule has been prepared and attached hereto and marked Exhibit "A" and by reference made a part hereof containing the numbers, denominations and amounts of all bonds and coupons in the possession of the said Buell;

And Whereas, the District has made no levy for the purpose of paying the outstanding bonds and coupons since 1932, except a levy for \$3,000.00 made in 1942;

And Whereas, all the bonds and coupons issued and above mentioned are a general obligation of the District;

And Whereas, it is agreed by the parties hereto that the outstanding bonds and coupons are in an amount greater than the District can pay within the time set for the maturity of said bonds and coupons;

And Whereas, the said Buell and the District have carried on negotiations looking toward a compromise and a reduction of the outstanding bonded indebtedness of the District, and a waiver of the general obligation feature of the bonded indebtedness and an agreement permitting any individual land-owner to pay his adjusted share of the outstanding bonded indebtedness and thus relieve his land of further liability for the payment of all the outstanding bond and interest indebtedness;

And Whereas, a schedule has been prepared by

the parties hereto in which each tract of land in the District has been listed and an amount set down opposite the description of each tract and such schedule has been attached hereto marked Exhibit "B" and by reference made a part of this contract;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter provided the parties hereto agree as follows, and submit the following as a plan of adjustment in accordance with the provisions of Section 81 to 84 of the United States Bankruptcy Act.

I.

That the said Buell, as trustee for all bond holders, will accept from any individual land owner in the District in full settlement of the liability of such land for the payment of all the outstanding bonds and coupons of the District whether due or to become due the amount set forth in Exhibit "B" opposite the description of such land in the column marked "Cash Price" if paid in cash on or before ninety days after the final confirmation of this plan by the U. S. District Court as provided in paragraph III hereof, and give full releases therefore as provided herein.

II.

That said Buell, as trustee for all of the bond holders, will accept from any land owner, not desiring to pay in cash as just above provided, in full settlement of the liability of such land for the payment of all the outstanding bonds and coupons

of the District whether due or to become due, a note and a first deed of trust upon the land of such land owner containing the following term and amounts, to-wit:

(a) Such note and deed of trust shall be in an amount equal to the amount shown opposite the description of such land in Exhibit "B", in the column marked "Term Price" and shall be for a term of not to exceed 10 years and shall bear interest at the rate of 5% per annum from the date of execution of the note and deed of trust, if made prior to 90 days after final confirmation of the plan by the District Court of the United States as provided in paragraph III hereof, if executed subsequent to expiration of said 90 day period, said note and deed of trusts shall bear interest from the date of the expiration of such 90 day period, and such note and deed of trust shall be payable as follows: 1/10 of the principal upon the execution of such note and deed of trust and 1/10 or more of the remaining principal and the earned interest each year thereafter until the full sum is paid in full. Provided, however, that any land owner desiring to relieve his land by the execution of a note and deed of trust as provided above shall prior to the execution of such deed of trust furnish the said bond holder with satisfactory proof that all taxes, liens and encumbrances of all kinds have been paid or subrogated to the lien of such deed of trust, and further satisfactory proof that such land owner has merchantable title to the land sought to be conveyed in trust, which proof may

be by abstract or a policy of title insurance issued by a company authorized to do business in California. Taxes and assessments which have become a lien but are not yet payable shall be excepted from the foregoing. The policy to be delivered contemporaneously with the recordation of the deed of trust.

(b) Should any individual land owner desire to release his land from the obligation of the outstanding bonds and coupons, either by the payment of cash or the execution of a note and deed of trust, after the expiration of 90 days from the final approval of this contract by the District Court of the United States, the said Bond holders will accept such cash payment or delivery of note and deed of trust and release such lands in the manner herein provided; provided, however, that the amount of such cash payment or note shall be increased ten per cent over the amount shown opposite the description of such land in Exhibit "B" in the columns marked "Term Price" or "Cash Price", as the case may be, for each year or fraction thereof after the expiration of said 90 day period.

III.

That in consideration of the agreement by said bondholders to release the lands in the District from liability for payment of the outstanding bonds and coupons of the District in the manner provided above the District agrees:

(a) To pay to the bondholders all Money in the

Bond fund of the District upon the confirmation of this contract by the U. S. District Court as provided in paragraph III (E) and to pay to the bondholders from time to time all money that thereafter may accrue to said bond fund and also to make all annual levies for bond and interest in an amount and at the times required by the Irrigation District Laws of California.

(b) To enforce the collection of such levies and take deeds at the time and in the manner provided by the laws of California, and to pay all such collections to the bondholders or their legal representative. The District shall take deeds of all lands sold to the District for such delinquent levies immediately upon the expiration of the time provided for redemption.

(c) To cancel any such levies heretofore made or hereafter to be made upon lands in the District which have been released from liability for the payment of the outstanding bonds and coupons in the manner provided in paragraphs I and II hereof and upon lands conveyed to the bond holders or their legal representative pursuant to this plan; provided that the amount of such sums so cancelled shall be considered paid and be credited on the books of the District as a payment upon the outstanding bonds and interest coupons, and the parties hereto agree that the bond and interest debt shall thereupon be deemed to be paid and reduced in the amount of the assessment so cancelled.

(d) To take collector's deed to all private prop-

erties heretofore and on or before the 24th day of August, 1939, sold to the District for delinquent assessments, as to which such deeds have not heretofore been taken exclusive, however, of property now used for public governmental purposes, and to secure by negotiation or purchase all title of the City of Montague and of the State of California, in and to lands to which the District also holds title, and upon the expiration of ninety days from the date of final confirmation of this contract by the United States District Court, as provided in paragraph III hereof, the District agrees to execute and deliver to the said Buell a deed to all non-operative property then standing in the name of the District, exclusive of property now used for public government purposes. The District shall also, as title thereto is acquired, convey to Buell all lands hereafter acquired by the District prior to the 1st day of January, 1942, as well as all lands hereafter acquired by the District by reason of non-payment of assessments levied by the District for bond and interest payments, the latter irrespective of whether upon such lands there be unpaid assessments levied since December 31, 1941, for maintenance and operation. All non-operative property now owned by the District and used for public governmental purposes shall also be conveyed to Buell when such use ceases. Said deeds and conveyances shall convey said lands free and clear of all taxes and assessments due and unpaid at the time of the delivery thereof, except as to lands acquired subsequent to the 24th day of August,

1939, upon sales to the District for delinquent assessments and these lands shall be deeded to Buell, free and clear of all District assessments and if there be unpaid state, county, or city taxes upon such lands the District shall pay such taxes in excess of a sum equal to the total amount of the last three unpaid maintenance and operation assessments levied upon such lands by the District, and all such deeds of conveyance to Buell mentioned above shall contain a special warranty of all proceedings on which the title to such lands was acquired by the District and no other warranty. All property conveyed to Buell shall be released from liability to pay the outstanding bonds and coupons. All such property so deeded to Buell shall be sold or rented by him on such terms and at such prices as he shall determine in his best judgment as trustee for all of the bondholders of the District.

(e) To institute, upon the execution of this agreement, at its own expense, a proceeding in the United States District Court for the Northern District of California, under the provisions of the Bankruptcy acts of the United States relating to debt adjustments of Municipal Corporations, for the purpose of:

(1) Securing the confirmation of this plan by the said Court; and

(2) Binding to the terms of this plan all outstanding bonds and coupons issued by the District as provided by the said Bankruptcy Act; and

(3) Securing the confirmation of the Court to the provisions of this plan relating to the distribution of the moneys received by the bond holders as provided herein.

IV.

All payments made to the said Buell, as trustee for all the bond holders under this plan or received by him from the sale or rental of any lands acquired by him by deed from the District or by foreclosure of any mortgage or deed of trust held by him, may be deposited by said Buell as trustee forthwith in the Portland Trust and Savings Bank in Portland, Oregon and from such moneys so deposited the said Portland Trust and Savings Bank shall deduct all reasonable charges and expenses and shall then divide the balance remaining between the non-depositing bond holders and said Buell in accordance with their proportionate interests therein. The said Portland Trust and Savings Bank shall pay to the non-depositing bond holders from time to time upon demand their respective shares of the money so received as determined above. Provided, however, that before any non-depositing bond holder shall be entitled to receive any money from said Portland Trust and Savings Bank as provided above, he shall deposit with the said Portland Trust and Savings Bank any bonds and coupons held by him and he further shall agree in writing that such bonds and coupons shall be held in conformity with the plan of debt adjustment provided by this agreement and shall authorize in writing the said Portland Trust and Savings Bank to deliver the said

bonds to the District for cancellation upon the completion of the plan contained herein.

V.

It is further agreed and understood that whenever all lands in the District have either been released from liability for the payment of the bonds and coupons issued by the District by the payment of cash or the execution of a deed of trust as provided herein or have been deeded to said Buell, as trustee for all the bondholders, as provided in paragraph III hereof, then the Portland Trust and Savings Bank shall be authorized to deliver all of the bonds and coupons deposited with it to the District for cancellation, and it is further understood and agreed that during the time this contract is in operation the bonds and coupons now on deposit or which may hereafter be deposited with the Portland Trust and Savings Bank pursuant to this contract shall be held by said Portland Trust and Savings Bank in escrow and shall not be taken from escrow except by agreement of the parties hereto.

VI.

It is further agreed and understood that the District will, upon the execution of this contract, take the necessary legal steps to exclude from the District all lands, now owned by the District, which, according to the original engineering plans of the District, were to be served with Irrigation Water from the Lateral "A" canal of said District. It is further agreed and understood that upon the

conclusion of the exclusion proceedings just above mentioned and upon the confirmation of this plan by the U. S. District Court as provided in Paragraph III (E) hereof the District will execute and deliver to the said Buell as trustee for all bondholders a good and sufficient bill of sale conveying to said Buell as trustee for all the bondholders all of the right title and interest of said District to that certain water turbine, pump and valves now located in the pumping plant built to supply water to the Lateral "A" canal as the said turbine, pump and valves would be no longer needed as operating property of the District.

VII.

Individual land owners may make their offer to pay pursuant to the terms of paragraphs I and II hereof, either to the said Buell, as trustee for all the bondholders personally or to the Secretary of the District at its Office in Montague, California, for the account of said Trustee.

VIII.

All income from rents and royalties accruing after December 31, 1943, upon lands now owned by the District shall belong to the bondholders, provided that if this contract shall not be approved by the United States District Court for the Northern District of California, such rental, royalties and leases shall belong to the District. Also provided, however, that from such rental there shall be deducted and retained by the District an amount

equal to the maintenance and operation assessments that would have been levied upon the lands from which such rental is derived had the lands been in private ownership.

IX.

Whenever land has been released from obligation pursuant to paragraphs I and II hereof, the said Trustee, shall make, execute and deliver to the owner of such land a release substantially in the form of Exhibit "C" hereto attached, which release shall be acknowledged so that it may be recorded in the records of the County of Siskiyou, State of California.

X.

No segregation of the separately priced parcels shown in Exhibit "B" will be accepted and releases will only be executed for any entire parcel of land so separately described and price in Exhibit "B".

XI.

It is further understood and agreed that the District will pay to the said Trustee, for the benefit of all of the bondholders, any and all moneys received by the said District by virtue of certain condemnation proceedings now in progress in the Courts of California for Siskiyou County. Such condemnation proceedings being for the purpose of acquiring certain lands of the District for use as an Army Air Field.

In Witness Whereof, the said W. E. Buell has hereunto set his hand the day and year first above

written and the Montague Water Conservation District has caused these presents to be executed and its seal hereto attached by its President and Secretary thereunto duly authorized, the day and year first above written.

W. E. BUELL

Montague Water Conserva-
tion District

By SIDNEY O'CONNOR

President

ROY E. SWIGART

Secretary

This Is to Certify that William E. Buell, as trustee, has received from.....(a) the sum of \$.....in cash or (b) a mortgage upon the land hereinafter described for the sum of \$....., the receipt of which is hereby acknowledged.

payment

In consideration of the above delivery of mortgage and pursuant to the provisions of that certain contract dated, 19.. and entered into by and between William E. Buell and the Montague Water Conservation District and which contract was thereafter approved and confirmed by the District Court of the United States for California in a decree entered the.....day of....., 19.. in the case numbered..... entitled "In the Matter of the Montague Water Conservation District" and which decree has been filed in the records of the County Recorder of Siski-

you County, California, in Book....., Page
of official records of Siskiyou County.

The undersigned William E. Buell, acting on behalf of all of the present outstanding bond holders of the Montague Water Conservation District as provided in the decree of the District Court of the United States for California, just above mentioned, does by these presents forever release the hereinafter described real property, located in the boundaries of the Montague Water Conservation District from any liability for the payment of the present outstanding bonds and interest thereon of the Montague Water Conservation District.

Land Description:

Dated this.....day of..... 19...

WILLIAM E. BUELL,

Trustee

By

State of

County ofss.

On this.....day of.....19..., before me, a, personally appeared, known to me to be the person who signed the foregoing release and acknowledged to me that he signed the same as his free and voluntary act for the uses and purposes therein contained.

.....

.....

.....

My commission expires.....

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.

Attest:

C. W. CALBREATH,
Clerk, District Court of the U. S. Northern District
of California.

By F. M. LAMPERT
Deputy Clerk

[Endorsed]: Filed Dec. 10, 1943.

In the United States District Court for the North-
ern District of California, Northern Division

In the Matter of

THE MONTAGUE WATER CONSERVATION
DISTRICT,

Bankrupt.

PETITION FOR CONFIRMATION
OF COMPOSITION

To the Honorable Martin I. Welsh, Judge of the
Above-Entitled Court:

Comes now the Montague Water Conservation District, an irrigation district, organized under the laws of California, relating to the organization of Irrigation Districts and petitions the Court for a confirmation of the plan of composition, of its

bonded debt, attached hereto, under the provisions of Sections 81 to 84, inclusive, of the Bankruptcy Act of the United States and in support of this petition your petitioner alleges:

I.

That the Montague Water Conservation District was organized in the year 1925 and has existed continuously since that date as an Irrigation District located wholly within Siskiyou County, California.

II.

That on or about the 1st day of January, 1926, the said District caused to be issued and sold, in the manner provided by law, its coupon bonds in the total sum of \$1,395,000.00 and bearing interest at 6% per annum, which interest is evidenced by semi-annual interest coupons attached to each of said bonds, and such bonds being in denomination of \$1,000.00 and payable to bearer, and numbered consecutively from 1 to 1395 and maturing serially from 1947 to 1965.

III.

That none of the principal of said bonds has been paid and interest coupons dated January 1, 1931, and subsequent are past due and unpaid on all of the above mentioned bonds except bonds numbered 276 to 295, inclusive, upon which interest coupons dated July 1, 1932, and subsequent are past due and unpaid.

IV.

That said bonds and coupons above mentioned

are payable, according to the laws of California, from annual assessments levied upon the lands within the boundaries of the District; that the annual assessments required to meet the outstanding bonded indebtedness and the interest thereon are greater than the land owners can pay and the total outstanding debt of the district is much greater than the value of the lands within the district; that as a result a major portion of the lands within the District have been foreclosed by the District for failure to pay assessments and because of this situation the ability of the District to pay its obligations has been further reduced until it has become impossible, and the District is and has been for many years, insolvent and unable to meet its debts as they have matured, or will mature, making it imperative that the District effect a composition of its bonded debt in order to continue in existence.

V.

That a plan of composition of the bonded indebtedness of the District has been agreed upon between the District and Mr. W. E. Buell, representing 90.9% of the outstanding bonded debt and the interest thereon and such plan is attached hereto and is by these presents presented to the Court.

VI.

That by the execution of the attached plan of composition .909% of the creditors of the District have consented in writing to the plan of composition attached hereto.

VII.

That the only indebtedness of the District affected by the plan of composition attached hereto is the outstanding bonded indebtedness described above and as a result there is only one class of creditor.

VIII.

That a list of the known owners of the outstanding bonds of the District together with their addresses, where known, and the amounts of their claims is attached hereto, marked Exhibit 'A,' and by reference made a part of this petition. That such list shows separately those creditors who have accepted the plan of composition attached hereto and also those creditors who have not accepted the plan of composition.

IX.

That the owners of the lands within the boundaries of the District are affected by the plan of composition attached hereto and therefore there is attached hereto marked 'B,' and by reference made a part hereof, a list of the known record owners, together with their addresses, of all the lands within the boundaries of the District affected by the plan of composition attached hereto.

Wherefore your Petitioner prays:

1. That the Court enter an order herein approving the petition and the filing thereof under the provisions of the Bankruptcy Act and directing that notice of these proceedings be given as re-

quired by the Bankruptcy Act and fixing a date of hearing upon this petition and

2. That upon the completion of the hearing an interlocutory decree be entered approving the plan and putting the same into effect and

3. That upon the completion of the plan of composition, a final decree be entered, discharging petitioner from all debts and liabilities in accordance with such plan and

4. That the Court grant such further orders, decrees and relief in the premises as may be required to complete the jurisdiction of the Court and as may be deemed just and equitable.

MONTAGUE WATER CON-
SERVATION DISTRICT.

By SIDNEY O'CONNOR, .

President.

Attest:

[Seal] ROY E. SWIGART,

Secretary.

State of California,
County of Siskiyou—ss.

Sidney O'Connor, being first duly sworn, deposes and says:

That he is the president of the Board of Directors of the Montague Water Conservation District; that

he has read the above and foregoing petition and knows the contents thereof; that the same is true of his own knowledge, and that he is authorized by resolution of said Board of Directors to sign and verify the foregoing petition.

SIDNEY O'CONNOR.

Subscribed and sworn to before me this 9th day of December, 1943.

[Seal]

W. A. SIMON,

Notary Public in and for the County of Siskiyou,
State of California.

EXHIBIT "A"

LIST OF CREDITORS WHO HAVE CON-
SENTED TO THE PLAN OF COMPOSI-
TION:

| Name | Amount |
|--|----------------|
| W. E. Buell, Agent 227 Sherlock Bldg. Portland, Oregon | \$1,265,000.00 |

LIST OF CREDITORS WHO HAVE NOT CON-
SENTED TO THE PLAN OF COMPOSI-
TION:

| Name | Amount |
|--|----------------------|
| Toledo Trust Co. Toledo, Ohio | \$ 50,000.00 |
| Schaddelee & Co. 1028 Grand Rapids Nat'l. Bank Bldg. Grand Rapids, Mich. | 40,000.00 |
| American National Ins. Co. Galveston, Texas | 15,000.00 |
| Oscar Chesson Beaumont, Texas | 12,000.00 |
| Sarah Ford Hunter Brae Burn Bloomfield Hills, Mich. | 10,000.00 |
| Otto Landman 2225 Fulton St. Toledo, Ohio | 3,000.00 |
| Total | <hr/> \$1,395,000.00 |

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.

Attest:

C. W. CALBREATH,
Clerk, District Court of the U. S., Northern District of California.

By F. M. LAMPERT,
Deputy Clerk.

[Endorsed]: Filed Dec. 10, 1943.

In the United States District Court for the Northern District of California, Northern Division

No. 10503

In the Matter of

THE MONTAGUE WATER CONSERVATION DISTRICT,

Bankrupt.

INTERLOCUTORY DECREE

Now on this day this matter coming on for hearing before the Court upon the application of the Montague Water Conservation District for an interlocutory decree in this matter; and it appearing to the Court that the Special Master, appointed by this Court, has taken testimony and filed herein his findings of fact and recommendations, and it appearing from such findings and recommendations that the laws relating to this matter have been fully

complied with, and it further appearing that said findings should be approved and confirmed and the plan of composition filed herein should be approved and confirmed.

It Is Therefore Ordered Adjudged and Decreed that the plan of composition on file herein be and the same hereby is confirmed and approved and the parties hereto are hereby directed to put said plans in operation.

It Is Further Ordered, that the Court retain jurisdiction of this matter for the purpose of making such orders as may be required for carrying out the provisions of the plan.

Dated this 4th day of March, 1944.

MARTIN I. WELSH,

Judge of the United States
District Court.

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.

Attest:

C. W. CALBREATH,

Clerk, District Court of the U. S., Northern District of California.

By F. M. LAMPERT,

Deputy Clerk.

[Endorsed]: Filed March 4, 1944.

